

STANDARD GROUND HANDLING AGREEMENT

- SIMPLIFIED PROCEDURE-

AHM810 – ANNEX B – LOCATION(s), AGREED SERVICES AND CHARGES 2013

To the Standard Ground Handling Agreement

between

EAST BOHEMIAN AIRPORT A. S. (having its registered office at Prazska 179, Popkovice 53006, Pardubice, Czech Republic hereinafter referred to as the "**Handling Company**")

and

Wizz Air Hungary Zrt. (having its registered seat at: Kőér Street 2/A, Building B, Floors II-V, H-1103 Budapest, Hungary).

By signing the Agreement, Wizz Air Hungary Zrt.. enters into this Agreement on behalf of itself and in the name and on behalf of all entities listed in Schedule 1, (hereinafter the "Wizz Affiliates"). For the purposes of this Agreement, and except where indicated otherwise, the term "**Carrier**" shall include Wizz Air Hungary Zrt. and the Wizz Affiliates as listed in Schedule 1, (as amended from time to time).

This Annex	B1.0
Effective Date:	date of first flight of the Carrier to Pardubice (PED) Airport
For the location(s)	Pardubice Airport ("Location")
And replaces	n/a

1. HANDLING SERVICES AND CHARGES

- 1.1. For a single ground handling consisting of the arrival and subsequent departure at agreed timings of the same aircraft operated by a Carrier at the Location, the Handling Company shall provide the following services of Annex A at the rates defined in sub-paragraph 1.2.of this Annex B:

<u>Section 1. Representation, Administration and Supervision</u>	
1.1.2	Liaise with local authorities.
1.1.3	Indicate that the Handling Company is acting as handling agent for the Carrier.
1.1.4	Inform all interested Parties concerning schedules of the Carrier's aircraft.
1.2.1	Establish and maintain local procedures.
1.2.3(a)(b)(c)(d)(e)(h)(i)	Prepare, forward, file and retain for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas. (a) station administration (b) passenger services (c) ramp services (d) load control (e) flight operations (h) support services (i) security
1.2.4	Maintain the Carrier's manuals, circulars, and other operational documents connected with the performance of the services.
1.2.5(c)	Forward on behalf of the Carrier items including, but not limited to, invoices, supply orders, handling charge notes, work orders
1.2.6(b) – in case of disruption	Effect payment, on behalf of the Carrier, including but not limited to: out-of-pocket expenses, accommodation, transport.
1.3.1	(a) Supervise (b) Co-ordinate services contracted by the Carrier with third party(ies)
1.3.2	Provide Turnaround coordinator (TRC)
1.3.3	Ensure that the third party(ies) is(are) informed about operational data and Carrier's requirements in a timely manner.
1.3.4	Liaise with the Carrier's designated representative
1.3.5	Verify availability and preparedness of personnel, equipment, Loads, documentation of third party(ies).
1.3.6	Meet aircraft upon arrival and liaise with crew.
1.3.8	Verify dispatch of operational messages.
1.3.9	Note irregularities and inform the Carrier.
1.4.3(a)	Attend local airport meetings on behalf of the Carrier (a) report to the Carrier results/contents of the meetings
1.4.7(provide dedicated Service Delivery Manager)	Perform and report quality/performance measurements
<u>Section 2. Passenger Services</u>	

2.1.1	Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
2.1.2(in case of diversion)	Make arrangements for, transfer and transit passengers and their baggage and inform them about services available at the airport.
2.1.3(a)(b)(2)(5)	When requested by the Carrier, (a) Provide or (b) Arrange for special equipment, facilities and specially trained personnel, for assistance to (2) persons with reduced mobility (PRMs). (5) deportees.
2.1.4	(a) Provide (b) Arrange for passenger assistance when flights are interrupted, delayed or cancelled. Such assistance shall include: (1) Meal vouchers (2) Rebooking (3) Transportation (4) Hotel accommodation (5) Personnel
2.1.6(a)	(a) Notify the Carrier of complaints and claims made by the Carrier's passengers.
2.1.7	Report to the Carrier any irregularities discovered in passenger and baggage handling.
2.1.8(1 - 2 per flight unless otherwise agreed)(2)(5)(6)	(a) Provide (b) Arrange for (1) check-in counter(s) (2) service counter(s) (5) set up of Carrier specific items, such as but not limited to carpets, mobile signage, queuing control stanchions (6) other facilities as specified in Annex B
2.2.1	Perform pre-flight editing
2.2.2(a)(1)(4)	Check and ensure (a) that tickets are valid for the flight(s). The check shall not include the fare. At the following locations: (1) check-in area (4) gate
2.2.3(a - except second sentence)(b)(1)(5)	(a) Check travel documents for the flight(s) concerned. (b) Enter passenger and/or travel document information into Carrier's and/or government system. At the following locations: (1) check-in area (5) gate
2.2.4(a)(b)(1)	(a) Weigh and/or measure checked and/or cabin baggage, (b) Record baggage figures for (1) initial flight.
2.2.5(a)	Excess baggage (a) determine excess baggage

2.2.6(a)(b)(1)	Tag (a) checked baggage (b) cabin baggage for (1) initial flight.
2.2.7(a)	Effect conveyance of checked baggage to the baggage sorting area At the following locations: (a) check-in area
2.2.8(a)	Effect conveyance of Out of Gauge (OOG) checked baggage to the baggage sorting area At the following locations: (a) check-in area
2.2.10(a)(b)(c)(1)(a)(d)	(a) Carry out the Carrier's seat allocation or selection system (b) Issue boarding pass(es) (c) Detach applicable flight coupons for (1) initial flight. At the following locations: (a) check-in area (d) gate
2.2.11(a)	Handle (a) Denied Boarding process
2.2.12(a)(b – in case of disruption)	Direct passengers (a) through controls to departure gate (b) to connecting transport to the airport, in case of off airport services.
2.2.14(in case of overbookings)	Handle standby list At the following locations: (a) check-in area (b) lounge (c) transfer counter (d) gate (e) other as specified in Annex B
2.2.15	At the gate perform (a) verification of cabin baggage (b) boarding process (c) reconciliation of passenger numbers with aircraft documents prior to departure (d) other gate functions as specified in Annex B
2.2.17	Perform post-flight editing
2.3.1	(a) Perform or (b) Arrange for opening/closing aircraft passenger doors
2.3.2(a)	Direct passengers (a) from aircraft through controls
2.3.4(a)(1)(2 – Wizz Air own system if available; if not,	Handle lost, found and damaged property matters. (a) Provide (1) acceptance of baggage irregularity reports (2) entering of data into baggage tracing system

report via email as well)(3)(5 - cost of delivery paid extra)(6)	(3) maintaining baggage tracing system files for period specified in Annex B (5) delivery of delayed baggage to passengers (6) handling of communications with passengers
Section 3. Ramp Services	
3.1.1(1)	Handle baggage in (1) baggage sorting area.
3.1.2(a)	Prepare for delivery onto flights (a) bulk baggage
3.1.3(a)	Establish the number and/or weight of (a) bulk baggage
3.1.4(a)	Offload (a) bulk baggage
3.1.6	Deliver to claim area (a) baggage (b) Out of Gauge (OGG)
3.1.8	Handle crew baggage.
3.2.1(a)(b)	(a) Provide marshaling at arrival and/or departure. (b) Arrange for marshalling at arrival and/or departure
3.3.1	(a) Provide (b) Position and/or remove wheelchocks.
3.3.2(a)(b)(6)	(a) Provide (b) Position and/or remove (6) Safety cones.
3.4.1(a)(c)(1 or 2 - 45 minutes included)	(a) Provide (c) Operate (1) Ground power unit (2) Fixed ground power
3.5.1	Provide headsets.
3.5.2(a)(b)(c)(d - provide ground to cockpit headset communication during fuelling with passengers on board and de-icing)	Perform ramp to flight deck communication (a) during push-back. (b) during tow-in. (c) during engine starting. (d) for other purposes.
3.6.1(a)(c)(1)(2 sets of steps)	(a) Provide (c) Operate (1) passenger steps. (2) flight deck steps.
3.6.2(use relevant types of buses to be able to provide on time departure for each flight and ensure	(a) Provide or (b) Arrange for (1) passenger (2) crew transport between aircraft and airport terminal(s).

priority boarding service separation)	
3.6.3	(a) Provide (b) Arrange for (c) Operate Equipment for loading and/or unloading.
3.6.4	(a) Provide (b) Arrange for delivery and pick-up of (1) Baggage (2) Mobility devices at aircraft doors or other agreed Points
3.6.5(a)(1)(3)(6 – stationary)	(a) Provide (1) Baggage (3) Special shipments (6) Company mail between agreed points on the airport
3.6.6(a)(b)(c)(e)	(a) Unload aircraft, returning lashing materials to the Carrier. (b) Load and secure Loads in the aircraft (c) Redistribute Loads in aircraft. (e) Report final load distribution to the Load Control unit.
3.6.7(a)	Open, close and secure aircraft hold doors. (a) aircraft lower deck
3.7.1	(a) Provide (1) portable fire extinguisher on motorized/selfpropelled ramp equipment (2) ramp fire extinguisher, if not provided by airport authority (b) arrange for (1) attendance of airport fire services at aircraft
3.7.2	Perform visual external safety/ground damage inspection of (a) doors and panels and immediate surroundings (b) Other inspection items as specified in Annex B (1) immediately upon arrival (2) immediately prior departure and communicate the results to flight crew or Carrier's representative
3.7.3	Check that all doors and access panels are properly closed and locked
3.10.1(9)	Clean (a) flight deck, if specified, under the control of a person authorised by the Carrier (b) passenger and crew compartments (other than flight deck) (9) remove, as necessary, any contamination caused by airsickness, spilled food or drink and offensive stains
3.16(as per the Carrier's Ground Handling Manuals)	De-Icing/Anti-Icing Services and Snow/Ice Removal
Section 4. Load Control, Communications and Flight Operations	
4.1.1(load-sheet to be delivered to	Deliver load control related documents between aircraft and airport buildings and vice versa.

the A/C by STD – 20 min)	
4.1.2(1)	(a) Process (b) Sign documents and information, including but not limited to, loading instructions, load and trim sheets, Captain's load information and manifests where: (1) Load Control is performed by the Handling Company
4.2.1	Inform all interested Parties concerning movements of the Carrier's aircraft.
4.2.2(a)	(a) Compile, receive, process and send all messages in connection with the services performed by the Handling Company. The Handling Company is authorized to use Carrier's originator code or double signature procedure
4.2.3(b)	(b) Operate means of communication between the ground station and the Carrier's aircraft
4.3.1	Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B.
4.3.2	(a) Provide (b) Arrange for meteorological documentation and aeronautical information (1) at the airport location as defined in Annex B (2) at different airport location(s)
4.3.3	(a) Provide (b) Arrange for delivery of flight operations related documentation to the aircraft and obtain signature of the pilot-in command, where applicable (1) at the airport location as defined in Annex B (2) at different airport location(s)
4.3.4(1)	make available the operational flight plan according to the instructions and data provided by the Carrier (1) at the airport location as defined in Annex B
4.3.7	Provide the crew with a briefing
4.4.2(b)	Arrange hotel accommodation for crew layover (b) non-scheduled
4.4.3	(a) Provide (b) Arrange for crew transportation to/from off airport locations
4.4.4	Direct crews through airport facilities
Section 6. Support Services	
6.1.1(b – for stationary materials)	Provide the Carrier with (b) storage space
6.2.1(a)(c)(1)(2)	(a) Provide computer hardware and other equipment (as specified in Annex B) to enable access to

	(c) Operate computer hardware and other equipment (as specified in Annex B) to enable access to (1) Carrier's system (2) Handling Company's system
6.2.2(a)(b)(1)(2)(3)(4)(5)(6)(11 - APIS data sending for flights as per authority requirement included in basic rate)	Perform the following functions in (a) Carrier's system (b) Handling Company's system (1) Training. (2) Passenger reservations and sales (3) Passenger service (4) Baggage reconciliation. (5) Baggage tracing. (6) Operations, load control. (11) Other functions
6.4.1	Liaise with fuel farm suppliers.
6.5.1	Liaise with ramp fuel suppliers.
6.5.3(Safety Net concept - together with flight crew)	Supervise fueling/defueling operations.
6.6.1(a)(b)(1)(2)(b - in case of flight disruption only)	(a) Provide (b) Arrange for the transport of (1) passengers (2) baggage between (b) airport and other agreed points
6.7.1	Liaise with the Carrier's catering supplier.
Section 7. Security	
7.1.1	(a) Provide (b) Arrange for (1) matching of passengers against established data (2) security questioning
7.1.2(a)(b)(1)(3)(4)(5)	(a) Provide (b) Arrange for (1) screening of checked baggage. (3) screening of mishandled baggage. (4) physical examination of checked, transfer and mishandled baggage. (5) identification of security cleared baggage.
7.1.3	(a) Provide (b) Arrange for (1) screening of passengers. (2) screening of cabin/unchecked baggage. (3) physical examination of passengers and cabin/unchecked baggage.
7.1.4	(a) Provide (b) Arrange for (1) identification of passengers prior to boarding. (2) reconciliation of boarded passengers with their baggage.

	(3) positive baggage identification by passengers. (4) offloading of baggage for passengers who fail to board the aircraft.
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- 1.2. Rates for the services defined in sub-paragraph 1.1. of this Annex B xxx
- 1.3. For the purpose of determining the applicable fee band/tier under sub-paragraph 1.2, and for determining the amount of any other incentives or discounts or banded/tiered rates provided hereunder that are based on volume of operations (such as number of flights or passenger) the combined aggregate of all flights operated by and all passengers carried by all Carrier(s) shall be considered together with respect to all Carriers.
- 1.4. Handling in case of technical landing for other than commercial purposes will be charged at 60% (seventy percent) of the above rates, provided that a physical change of load is not involved.
- 1.5. Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.6. Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with sub-paragraph 1.4 of this Annex.
- 1.7. No extra charges will be made for providing services on legal holidays, weekends or evenings.
- 1.8. A one way empty movement will be charged as 50% (fifty percent) of the turnaround rate.
- 1.9. No price indexation whatsoever will be applicable during the term of this agreement.
- 1.10. Above indicated rates will be applicable for non-scheduled/diverted flights as well during the term of this Agreement.

2. ADDITIONAL CHARGES

- 2.1. Services not included in Paragraph 1 but listed herein are provided upon Carrier's prior written request and charged at the following rates:

Section in Annex A	Service description	Charge
3.4.1(1 or 2)	GPU – additional usage over 45 min	
3.4.1(5)	ASU	
3.11	Toilet Service	
3.12	Water Service	

3.16	De-Icing Rig Hire	
3.16	De-Icing Fluid Type I.	
3.16	De-Icing Fluid Type II.	
3.10.2(a)(b)	Remove and dispose of (a) litter/waste food and food-related material (galley waste) - recycling point	

3. DISBURSEMENTS

- 3.1. The Carrier will reimburse any disbursements made by the Handling Company on behalf of the Carrier based on prior authorisation from the Carrier and provided that such disbursements are supported by invoices or other appropriate evidence. Such reimbursement shall cover the full amount of the actual documented disbursements and include an additional xxx accounting surcharge. Any such accounting surcharge will not exceed xxx. Disbursements shall be settled pursuant to the provisions of paragraph 4 here below.

4. INVOICING AND SETTLEMENT

- 4.2. Electronic invoice shall be sent to the following e-mail address:
xxx
- 4.3. The Handling Company shall charge for each of the flights of the respective Carrier it served under this Agreement. Wizz Air Hungary Zrt. will re-charge the respective costs to the respective Wizz Affiliate as appropriate based on an intra-group agreement. To facilitate this re-charging the Handling Company should issue separate invoices for its charges per Carrier (but address all invoices to Wizz Air Hungary Zrt.) or, if for any reason issues one invoice for all charges, then at least should clearly separate on its invoice the charges related to each Carrier.
- 4.5. Each Carrier is entitled to set off any amount owed by the Handling Company to any Carrier under this Annex B against any amount owed by any Carrier to the Handling Company under any agreement between the parties.

5. PENALTIES AND INTEREST

6. SUB-CONTRACTING OF SERVICES

6.1. In accordance with Sub-Article 3.1 of the Main Agreement and with local regulations, the Handling Company subcontracts several services of Annex B to third parties as described below and the Carrier hereby agrees on such subcontracting.

Service	Company
Security service	M2C

7. LIMIT OF LIABILITY, INSURANCE

Insurance type	Company

8.FORCE MAJEURE

8.1. Article 11.9 of the Main Agreement shall not apply to this Agreement.

8.2. If either party is affected by a Force Majeure event that affected party shall

promptly notify the other party of the nature and extent of the circumstances in question.

8.3. Notwithstanding any other provision of this Agreement neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or other non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to a Force Majeure event.

8.4. If any event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of Force Majeure provided that if any event of Force Majeure continues for a period of or exceeding two (2) months, either party shall have the right to terminate this Agreement forthwith on written notice to the other party.

8.5. The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Agreement.

8.6. For the purpose of this Agreement "Force Majeure" means any circumstances beyond the reasonable control of the party concerned in relation to its performance of this Agreement, including: acts or restraints of governments or public authorities; war, revolution, riot or civil commotion, acts or threats of terrorism; intervention of any domestic, European or international governmental or regulatory body or court; blockage or embargo; strikes, lock-outs or other industrial action or dispute (except those arising from local labour disputes between employees and management of the parties), third party non-performance resulting from a Force Majeure event (provided that the Handling Company would be able to perform itself, or procure replacement only on abnormal terms) , explosion, air traffic control delays, fire, corrosion, ionising radiation, radioactive or other contamination, flood, natural disaster.

9. TRAINING

- 9.1. All working hours of the Handling Company's staff resulting from the Carrier's specific training requirements as reasonably required by the Carrier will be borne by the Handling Company. All trainings required by the Carrier will be held at one of its bases. Expenses resulting from specific training requirements by the Carrier will be borne by the Handling Company; however the Carrier will offer free tickets on its flights, for handling staff going for training, whenever it is possible and required.
- 9.2. The Handling Company undertakes the responsibility to provide training(s) to their staff as per the Carrier's Passenger- and Ground Handling Manuals.
- 9.3. The Handling Company shall keep a log of documents of all training activities and refresher courses conducted per each staff member.

10. STANDARD OF WORK / SERVICE LEVELS

- 10.1. The Handling Company agrees to deliver the services outlined in this Agreement in accordance with their laid down procedures, the Carrier's Ground Operations Manual (the "Ground Operations Manual"), Passenger Handling Manual (the "Passenger Handling Manual") as amended from time to time (which are incorporated here by reference as if they were set out in full) and the service levels as outlined in this Agreement.
- 10.2. The Carrier (or any third party reasonably selected by Carrier) may undertake an assessment and audit of the Handling Company's proper performance without any prior written notice (including but not limited to "mystery shopping", and may request corrections based on the results of such audits.
- 10.3. Service Levels
 - 10.3.1. In accordance with Article 5.8 of the Main Agreement, parties agree on the quality standards for the services performed by the Handling Company under this Agreement by defining the service levels in paragraph 10.3.2 of this Annex B. The Handling Company shall ensure that the agreed quality standards (service levels) will be met during the term of this Agreement. The service levels shall be applied and measured cumulatively considering all operations of all Carriers.
 - 10.3.2. Service Levels

A) Arrival Services

Service and service level
A1 Passenger bus transportation to/from aircraft is based on actual number of passengers.
A2 First bag delivered ATA+15 min
A3 Last Bag Delivered ATA+20 min

B) Baggage Standards Targets

Service	Service level
B1 Number of controllable short shipped bags	0.5/1000/month
B2 Number of damaged bags	0.5/1000/month

If any baggage is left behind or sent to wrong destination, the Handling Company shall reimburse the costs of the delivery of such baggage to the Carrier. If the baggage is lost or damaged attributable to the Handling Company, the Handling Company shall reimburse the costs of the Carrier (including compensation to the passenger), provided the Carrier presents sufficient proof that the damage was caused at the airport by the operations of the Handling Company.

B3 Establish a filtering point in front of the check-in area to pre-screen bags, travel documents and boarding passes

B4 Place the Carrier's standard bag sizer (minimum 1) at the filtering point in front of the check-in area

B5 Place the Carrier's standard bag sizer (minimum 1) at the boarding gate

B6 Bag tagging of cabin bags (as per the Carrier's instructions).

C) On Time Performance

Aircraft Type	Turnaround Time Requirement (Service level)
A320	25 minutes
A321	30 minutes

Such quality standards apply only to flight delays attributable to the Handling Company using delay main- and sub-codes (Carrier's own codes plus IATA standard codes) 02 (if the delay is longer than 10 minutes), 03, 04, 11, 12, 13, 15, 18, 30, 31, 32, 33, 34, 35, 39, 52, 53, 55, 58, 75, 98 (Handling Company related only).

Delay bands
C1 3 to 14 mins
C2 15-30 mins
C3 31-45 mins
C4 46 mins and over

D) Other Service Levels

D1 Boarding procedure as set out in the Passenger Handling Manual

D2 Hand baggage handling as set out in the Passenger Handling Manual

D3 Sufficient number of check-in counters open at a time set out in this Agreement and/or the Passenger Handling Manual

D4 Gate shall be opened as set out in the Passenger Handling Manual

D5 Two set of steps and/or air bridge (as applicable) shall be provided, available and ready to position immediately upon aircraft arrival.

D6 MVT, LDM, PSM messages shall be sent without delay of ATA/D + 10 min

D7 PSM & MVT shall be sent to correct SITA address (provided by the Carrier)

D8 MVT shall be sent to the arriving station about wheelchair on board

D9 MVT to be sent with using correct delay codes which should be agreed with the A/C commander.

D10 Flight must be closed in Skyport within 4 hours after ATD. UK-bound flights must be closed within 30 minutes after ATD.

D11 The Handling Company shall operate only serviceable ground equipment. All equipment used for the Carrier flights shall be regularly maintained and be compliant at each usage with all safety and quality requirements.

D12 Assist passengers in case of disruption as set out in the Passenger Handling Manual. Distribute delay/cancellation information letters and refreshment vouchers to passengers when it is required and obtain passengers' signatures to Carrier Signatory Form. Form must be sent to the Carrier in accordance to the Passenger Handling Manual. Completed signature forms must be attached to invoices.

D13 The Handling Company shall allow boarding the aircraft for those passengers who checked in for the initial flight.

D14 Walk-around and damage inspection shall be done upon arrival/before departure (before positioning any GSE/after all GSE removed) as per Ground Operations Manual. All damage shall be reported immediately to flight deck crew, Carrier OCC and responsible Carrier Ground Operations Manager.

D15 Complete report for every de-icing activity in Carrier's online de-icing reporting platform.

D16 Tie-down material for mobility aids shall comply with IATA recommendations and shall be provided by Handling Company. Notwithstanding any other provisions of this Agreement, the Handling Company shall be liable for any damage to mobility aids resulting from improper method or material used for securing load.

D17 Handling Company shall respond to Air Safety Reports provided by the Carrier within one week from the date of receipt.

D18 Handling Company shall respond to mystery passenger inspection reports with corrective actions (if applicable) within two weeks from the receipt of inspection report by the Handling Company.

D19 Denied Boarding Form must be sent to the Carrier in accordance to the Passenger Handling Manual.

D20 Disruption log to be sent to the Airline's Ground Operations Manager in 24 hrs after the disruption event in accordance to the Passenger Handling Manual.

D21 Initial Delay report sent to the Airline's Ground Operations Manager within 4 hours after the delay event.

10.3.3. Liquidated damage

- a) The Carrier is entitled to, and the Handling Company shall pay to the Carrier liquidated damage according to the table below if the Handling Company fails to comply with any of the service levels as set and defined in this paragraph. This is without prejudice to any other remedies available to the Carrier under this Agreement or otherwise. The service levels shall be applied and measured cumulatively considering all operations of all Carriers.
- b) For service levels mentioned in A1 to D21 above the following general principle will apply:

- (i) The Carrier may request consultation with the Handling Company in respect of any operational matter that it considers to be taking place too often and/or compromising any basic safety principle.
- (ii) In case of safety issues after the first occurrence and for performance issues after the second consecutive occurrence or for three occurrences within a month the Carrier may send a written notification to the Handling Company.
- (iii) After requesting consultation by the Carrier, the Handling Company has to revert with a corrective action plan proposal within three (3) working days for the Carrier's consideration.
- (iv) Upon implementation of the action plan, the Handling Company has to improve the respective subject, and it may be monitored by the Carrier.
- (v) In case of Handling Company's failure to rectify concerns raised by Carrier, the Carrier may apply liquidated damage as defined herein.

c) Amount of liquidated damage

Section / Service Levels	
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114	114.00000000000000
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116	116.00000000000000
117	117.00000000000000
118	118.00000000000000
119	119.00000000000000
120	120.00000000000000
121	121.00000000000000
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123	123.00000000000000
124	124.00000000000000
125	125.00000000000000

The amount of liquidated damage will be advised by the Carrier on a monthly basis.

11.COMMUNICATIONS

- 11.1.The Handling Company shall be entitled to use the Carrier's originator code in all messages dispatched on behalf of the Carrier in accordance with the provisions of this Agreement. All charges for such will be borne by the Handling Company.
- 11.2.The Handling Company shall ensure that all topics that might concern the Carrier – especially any actual or potential operational matters, including but not limited to any actual or foreseen closure of or other disruption at the Location – are pro-actively and continuously communicated to the Carrier’s Operations Control Centre and responsible ground operations manager in due course. Airport closures or disruptions shall be communicated until the earlier of A) 5 calendar days from the issuance of the respective NOTAM or other official notification, or B) 30 days before the starting date of the closure.
- 11.3.The Handling Company shall provide a “Service Delivery Manager” (SDM). Working for the Handling Company, the SDM will be fully knowledgeable in the Carrier’s product and will be the key contact for the airport and the Carrier for all issues relating to the Carrier’s ground handling operation. The typical elements of

the SDM role are described in the Carrier's Ground Operations Manual and Passenger Handling Manual.

12.ANNOUNCEMENTS AND CONFIDENTIALITY

12.1. In this Agreement, Confidential Information means, in relation to either party, information (whether in tangible or intangible form) belonging or relating to that party, its associated companies, its or their business or activities, including without limitation trade secrets, information and data relating to existing or potential clients or customers (including Personal Data as defined below), technical and business information relating to either party's products or services, research and development, production, processes, employees or officers, client or customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, financial information or plans, the existence, subject matter and terms of this Agreement and all negotiations and discussions relating thereto, and generally any document marked "Confidential".

12.2. Confidential Information shall not include information which:

12.2.1. was in the public domain at the time of disclosure (with the exception of Personal Data as defined below);

12.2.2. though originally Confidential Information, subsequently falls into the public domain through no fault of the party receiving the Confidential Information as of the date of its so falling (with the exception of Personal Data as defined below);

12.2.3. is independently developed at any time by employees or agents of either party where such party can show such employees or agents had no access to Confidential Information received under this Agreement;

12.2.4. was lawfully in the possession of either party at the time of disclosure or which is subsequently lawfully received from a third party who was under no obligation of confidence or other restriction (with the exception of Personal Data as defined below); or

12.2.5. is disclosed with the other party's prior written approval.

12.3. If a receiving party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. The receiving party shall use commercially reasonable efforts to limit any such disclosure to the extent required and to obtain confidentiality protections to the extent reasonably practicable. The Carrier notice that there is an Act No. 340/2015 Sb., on Register of Contracts in Czech Republic which set out obligation of the particular companies to publicize contracts where total value of fulfilment of contract exceeded 50.000 CZK. Due to the fact that the Handling Company is the legal entity which is controlled by self-governing territorial units, the Handling Company is bound by this act. The Carrier is obliged to mark the parts of this Agreement which it considers as trade secret.

12.4. Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it shall receive or otherwise become aware of Confidential Information of the other party.

- 12.5. Each of the parties undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information of the other party at all times and to keep and procure the keeping of all Confidential Information of the other party secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the other party, directly or indirectly, to use or authorise or permit the use of or disclose, exploit, copy or modify any Confidential Information of the other party, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.
- 12.6. Each of the parties undertakes to disclose Confidential Information of the other party only to those of its officers, employees, agents and contractors (including its associated companies) to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement, and to procure that such officers, employees, agents and contractors are made aware of and observe the confidentiality obligations in this paragraph 12.
- 12.7. To the extent that any information is provided or transmitted using internet media and/or email communications, the parties each acknowledge and agree that, in the case of internet or email access provided to relevant employees, agents, and sub-contractors, the security of these media is dependent also upon the extent of the security imposed on its own facilities by each party.
- 12.8. Each party shall immediately give notice to the other upon becoming aware of any unauthorised disclosure, misuse, theft or other loss of Confidential Information of the other party, whether inadvertent or otherwise.
- 12.9. Upon the expiry or termination of this Agreement for any reason, each party shall return to the other party or destroy any and all Confidential Information of the other party then in its possession or control and will not retain any copies of the same other than as required by law or regulatory requirements, and solely for the purposes and duration required by such regulations.
- 12.10. Subject to the prior written consent of the Carrier as to the terms and/or the timing of any advertisement or announcement, such consent not to be unreasonably withheld or delayed, the Handling Company may advertise or publicly announce that it is performing services for the Carrier pursuant to this Agreement.
- 12.11. The Handling Company hereby agrees and acknowledges that its obligation under this paragraph 12 also applies to any public announcement or communication (including, but not limited to, responding to inquiries by any press, radio, television or other media) relating to the subject matter of this Agreement or any aspect of the Carrier's business or operations (including, but not limited to, the number of passengers carried, any incidents, accidents or occurrences, reason of flight delays or cancellations involving the Carrier's aircraft, passengers or employees) which contains Confidential Information. The Handling Company shall align with the Carrier before releasing any public relations related announcement.
- 12.12. In the event of any breach of the publicity restrictions set out in paragraph 12.11 above, the Handling Company will be liable to pay a lump sum penalty to the Carrier as indemnification, in the amount of xxx. This does not preclude the Carrier from seeking compensation for damages in excess of the amount of the penalty.

12.13. Each party will be responsible and liable to the other party for any breach of the obligations set out in this paragraph 12 by any of its employees, officers, representatives, agents or subcontractors.

12.14. This Agreement shall not be construed to grant any party any license or similar right to Confidential Information disclosed or delivered to it by another party. Each party agrees that its receipt and handling of any Confidential Information from another party shall not grant to it any copyright, intellectual property or trademark rights with regard to such Confidential Information.

12.15. The obligations defined in this paragraph 12 shall continue to bind the parties after the termination of this Agreement, for whatever reason.

13. DATA PROTECTION

13.1. The Data Protection provisions related to this Agreement are included in Schedule 2.

14. TERM AND TERMINATION

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15. CONSEQUENCES OF TERMINATION

15.1. On the expiry or termination of this Agreement (for whatever reason), the following provisions shall apply:

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- 14.1.1 The Handling Company (and each of its permitted authorized representatives, third party administrators and agents) shall immediately cease to exercise all authorities and rights granted under this Agreement, including (without limitation) the right to use Sky Speed.
- 14.1.2 Handling Company shall immediately cease to use the Carrier's trademarks, service marks, logos, corporate or trade names, materials, URLs, or any other proprietary designations or identifiers of Carrier.
- 14.1.3 Each party shall promptly return to the other or destroy in accordance with that other party's reasonable instructions all Confidential Information and other data and documents and copies thereof disclosed or supplied by the other (including any relating to Sky Speed) pursuant or in relation to this Agreement and, if requested by the other party, shall certify in writing to the other when the same has been completed.
- 14.1.4 The Handling Company shall within 25 Business Days of the expiry or termination of this Agreement submit its final invoice to the Carrier setting out the total amounts due to the Handling Company pursuant to this Agreement, and the Carrier shall pay the same in accordance with the provisions of paragraph 4.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

- 16.1. The Carrier shall be entitled to transfer or assign all or any part of its rights and/or obligations under this Agreement to a third party without the consent of the Handling Company, provided that such a third party is (i) a subsidiary or an affiliated company of the Carrier, or (ii) a subsidiary of the affiliated company of the Carrier's dominant entity.

17. NOTICES

- 17.1. Parties agree that Article 11.3 of the Main Agreement shall not apply to this Agreement.
- 17.2. Everyday communication between the parties shall be address to the contact persons of the parties as each party notifies that other party in writing from time to time.
- 17.3. Any notice to be given in connection with this Agreement by any Wizz Affiliate is to be deemed to be properly given if sent either by that Wizz Affiliate or by Wizz Air Hungary Zrt. Any notice to be sent to a Wizz Affiliate is properly given if it is sent either to that Wizz Affiliate or to Wizz Air Hungary Zrt. Every notice, request, demand or other communication under this Agreement shall:
- (a) be in writing delivered personally or by courier or by facsimile transmission or by recorded delivery service;
 - (b) be deemed to have been received, subject as otherwise provided in this Agreement, in the case of a facsimile transmission, upon receipt of a transmission identifying the machine of the intended recipient and, in the case of a letter, upon actual delivery when signed for by the addressee; and
 - (c) be sent as required:

If to the Handling Company to:

EAST BOHEMIAN AIRPORT A. S. , Prazska 179, Popkovice 53006 Pardubice

Tel: xxx

Fax: xxx

Attn: David Prochazka – Head of Handling & Route Development dept.

If to the Carrier to:

Wizz Air Hungary Zrt.

Kőér street 2/a,

Building B,

Floors II-V,

H-1103 Budapest,

Hungary

Tel.: xxx

Fax: xxx

Attn.: Head of Airport Development Department

or to such other address or fax number as the recipient may have notified to the other parties in writing (including the addresses in Schedule 1).

- 17.4. In case of changes in names, addresses the parties are obliged to inform each other about such changes in writing immediately.
- 17.5. Each party (notifying party) shall promptly notify the other party if any circumstance comes to its knowledge which may delay or exclude the fulfilment of its obligations under this Agreement. The fulfilment of the obligation defined herein shall not limit or exclude the liability of the notifying party for any damage, loss and cost incurred by the other party and arising from the delay or non-performance by the notifying party.

18. ANTI BRIBERY AND CORRUPTION

- 18.1. The Carrier has strict anti-corruption policies and practices. The Handling Company undertakes that it will not, at any time during the term of this Agreement, do anything whether on behalf (expressly or implicitly) of the Carrier or in relation to the transaction the subject of this agreement or the provision of the services which is capable of being interpreted as a corrupt practice or bribery for the purpose of any applicable law (which shall include, for this purpose, the UK Bribery Act 2010). The Handling Company shall ensure that all of its subcontractors have the same obligation as defined in this section.
- 18.2. Each party shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement shall be governed by, and construed in accordance with, the laws of the Czech Republic. If any dispute hereunder is not resolved amicably within 30 days from the date of a pertinent request by a party, it will be submitted to the court locally competent for Handling Company.

20. MISCELLANEOUS

20.1. This Annex B is prepared in accordance with the simplified procedure whereby the parties agree that - if not agreed expressly otherwise herein - the terms of the Main Agreement and Annex A of the SGHA of 2013 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

20.2. In case of any inconsistency between this Annex B and the Main Agreement, the provisions of this Annex B shall prevail.

20.3. Each provision of this Agreement is severable and distinct from the others. Both parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement but (except to that extent in the case of that provision) it and all other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.

20.4. Non-enforcement by a party of any right resulting from the Agreement shall not be the waiver of any right or condition provided for herein.

20.5. Parties agree that Sub-paragraph 11.11 and Sub-paragraph 11.12 of the Main Agreement shall not apply to this Agreement. This Agreement may be amended only in writing with mutual consent of both parties.

20.6. The Agreement (together with all documents referred to herein) constitutes the entire Agreement between the parties and supersedes all prior agreements, understandings or obligations of the parties executed before the date hereof and relating to the subject matter of the Agreement; and no statement, obligation or promise shall be deemed to be made or undertaken on the basis of anything said or written by the parties prior to the execution of the Agreement unless otherwise provided for in the Agreement.

20.7. The relationship of the parties is that of independent contractors dealing at arm's length. Except expressly agreed by the parties otherwise herein, nothing in this agreement shall constitute the parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same. This agreement does not prevent any of the parties from entering into similar agreement with third parties in respect of services defined herein. Article 3.2 of the Main Agreement shall not apply to this Agreement.

20.8. The parties acknowledge and agree that a breach by the other party of any of the terms of this agreement may result in irreparable and continuing damage to the other for which there may or will be no adequate remedy at law, and that in the event of such breach, the non-breaching party shall be entitled to apply for

injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.

20.9. This Agreement may be entered into in the form of two or more counterparts each executed by one or both of the parties but, taken together, executed by both and, provided that both the Handling Company and the Carrier so enter into the agreement, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument.

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties on the date set out above.

SIGNED BY

for and on behalf of **WIZZ AIR HUNGARY Zrt., and the Wizz Affiliate(s)**


Name: Andras Sebok

Position: Chief Supply Chain Officer

15. 09. 2020

SIGNED BY

for and on behalf of EAST BOHEMIAN AIRPORT A. S.

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Name: Hana Šmejkalová

Position: CEO & Vice Chairman of the Board

**Schedule 1
Wizz Affiliates**

Name	Address	Tel/fax	Contact person
Wizz Air UK Limited	Main Terminal Building, London Luton airport, Luton, LU2 9LY United Kingdom	Tel.: xxx Fax: xxx	Head of Airport Development Department

Schedule 2 Data Protection Addendum

This Data Protection Addendum ("**Addendum**") forms part of the contract concluded for ground handling services ("**Handling Agreement or Principal Agreement**") between **Wizz Air Hungary Ltd.** (registered seat: Laurus Offices, Kőér street 2/A, Building B, H-1103 Budapest, Hungary,) or **Wizz Air UK Limited** Main Terminal Building, London Luton airport, Luton, LU2 9LY United Kingdom (each of them is "**Wizz Air**" "**Carrier**" or "**Company**") and EAST BOHEMIAN AIRPORT A. S. (having its registered office at Prazska 179, Popkovice 53006, Pardubice, Czech Republic. ("**Service Provider**" or "**Handling Company**") on enter the Effective date.

This Addendum covers the data processing relationship between Wizz Air Hungary Zrt. and the Handling Company or Wizz Air UK Limited and the Handling Company. For the purposes of the Handling Agreement and this Addendum and except where otherwise indicated, the term "**Wizz Air**", "**Carrier**" or "**Company**" shall mean either Wizz Hungary Zrt. or Wizz Air UK Limited, but in all case the same legal entity during the entire Addendum including its Annexes.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Personal Data in respect of which Wizz Air is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Personal Data in respect of which Wizz Air is subject to any other Data Protection Laws;

1.1.2 "**Company**" means Wizz Air Hungary Zrt. or Wizz Air UK Limited but in all case the same legal entity during the entire Addendum including its Annexes ;

1.1.3 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.4 "**EEA**" means the European Economic Area;

1.1.5 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, the GDPR and laws implementing or supplementing the GDPR;

1.1.6 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.7 "**Restricted Transfer**" means:

- a transfer of Personal Data from Wizz Air to the Service Provider; or

- an onward transfer of Personal Data from the Service Provider to a Sub-Processor, or between two establishments of the Service Provider,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses;

- 1.1.8 **"Services"** means the services and other activities to be supplied to or carried out by or on behalf of Service Provider for Wizz Air pursuant to the Principal Agreement;
 - 1.1.9 **"Service Provider"** means the contracted data processor or a subprocessor;
 - 1.1.10 **"Standard Contractual Clauses"** means the contractual clauses issued by the European Commission on the transfer of personal data to processors established in third countries;
 - 1.1.11 **"Sub-Processor"** means any person appointed/engaged by or on behalf of Service Provider to process Personal Data on behalf of or under the instructions of Wizz Air in connection with the Principal Agreement.
- 1.2 The terms, **"Commission"**, **"Controller"**, **"Data Subject"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processor"**, **"Processing"** and **"Supervisory Authority"** shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.3 The word **"include"** shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Processing of Personal Data

- 2.1 The Service Provider warrants that it will only process personal data in accordance with Wizz Air's written instructions provided that such instruction is in compliance with the Applicable Laws. The Service Provider is obliged to immediately inform Wizz Air if it is at the opinion that it has been given an instruction that does not comply with the Applicable Laws. Wizz Air bears the responsibility for its instruction.
- 2.2 Wizz Air shall provide written instruction to the Service Provider regarding the data processing from time to time.
- 2.3 The Service Provider may only process Personal Data without the respective instruction of Wizz Air if required to do so by law, but even in such cases the Service Provider shall endeavour to promptly notify Wizz Air beforehand.
- 2.4 Under the Principal Agreement Service Provider acts as data processor of Wizz Air and shall process personal data which are strictly necessary for the performance of its obligations hereunder and only until such data process is required for the performance of its obligations hereunder.
- 2.5 The Service Provider agrees that from the effective date of this Addendum, and continuing as long as the Service Provider possesses, stores, transmits or processes Personal Data on behalf of Wizz Air, the Service Provider shall not do or omit to do anything which may cause Wizz Air to be in breach of any Applicable Laws - especially not to process the Personal Data for any other purpose save for the purposes agreed hereunder.
- 2.6 The Service Provider undertakes to comply with the requirements of the GDPR and to take all appropriate technical and organizational measures required, e.g. the Service provider shall appoint a data protection officer and representative in the EEA, if required under the GDPR.

3. Data transfer to third countries

- 3.1 Personal data shall only be exported by Service Provider or its Sub-Processors to or accessed from a third country outside the European Economic Area if:
 - 3.1.1 the recipient's country has been found to ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data as determined by the European Commission; or
 - 3.1.2 the data transfer to a non-EEA entity is in accordance with the Standard Contractual Clauses issued by the European Commission.

4. Subprocessing

- 4.1 The Service Provider shall perform its activities by itself, it should not engage other processors without the prior specific or general written authorization of Wizz Air.
- 4.2 Should the Service Provider engage a sub-processor under Wizz Air's general authorization, Service Provider is obliged to inform Wizz Air on the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.
- 4.3 Service Provider acknowledges that any Sub-Processor it engages shall comply with the same obligations as set out hereunder. The Service Provider acknowledges that it remains fully liable for the compliance of the Sub-Processors.
- 4.4 With respect to each Sub-Processor, the Service Provider shall:
 - 4.4.1 before the Sub-Processor first processes Personal Data, take appropriate steps to ensure that the Sub-Processor is capable of providing the adequate level of protection for the protection of Personal Data required by the Principal Agreement (e.g. carry out adequate due diligence, request certificates, etc.);
 - 4.4.2 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand the Service Provider and on the other hand the Sub-processor.

5. Data Subjects Rights

- 5.1 By adopting appropriate technical and organizational measures, the Service Provider undertakes to assist Wizz Air in fulfilling its obligations related to Data Subjects rights. Within this scope, the Service Provider shall forward Data Subject requests to Wizz Air without delay but no later than 24 hours within the receipt thereof. The Service Provider must endeavour to help Wizz Air to enable Data Subjects to exercise their rights such as access requests and requests for the rectification, erasure or portability of personal data as well as making objections to the data processing and any other request that the Data Subjects might be entitled to file to Wizz Air.

6. Data Security

- 6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Service Provider shall in relation to the Personal Data implement appropriate technical and organizational measures defined to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32 (1) of the GDPR. In assessing the appropriate level of security, Service Provider shall take account in particular of the risks that are presented by processing, in particular from a Personal Data Breach.
- 6.2 If under the Principal Agreement, Wizz Air provides cardholder data to the Service Provider, Wizz Air will provide it with strong encryption, in accordance with the

Payment Card Industry Data Security Standard ("PCI DSS") requirements. The Service Provider shall be responsible for the security of such Cardholder Information after the receipt of such Cardholder Information.

- 6.3 If under the Principal Agreement the Service Provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment Cardholder Information, Service Provider shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense. Service Provider is responsible for the security of cardholder data the Service Provider possesses or otherwise stores, processes or transmits on behalf of Wizz Air.
- 6.4 In order to comply with PCI DSS requirements the Service Provider shall:
 - 6.4.1 provide physical access controls, secure user authentication protocols, secure access control methods, and firewall protection; prevent terminated staff from accessing Personal Data and Service Provider's systems by immediately terminating their physical and electronic access to such Personal Data;
 - 6.4.2 provide Wizz Air with the name and contact information for an employee of Service Provider who shall serve as Wizz Air's primary security contact and shall be available to assist Wizz Air twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security incident;
 - 6.4.3 notify Wizz Air, in the manner required in the PCI DSS requirements of a security incident as soon as practicable, but no later than twenty-four (24) hours after Service Provider becomes aware of it; which notification, to the extent practicable, shall include the information set out in clause 7.1 below.
- 6.5 Service Provider shall carry out its duties under this Addendum with professional due diligence, bearing in mind the duty to ensure the best possible protection of legal, organizational and technical interests of persons to whom the Personal Data relates to. Within the scope of processing the personal data Service Provider shall, in particular:
 - 6.5.1 comply with data security requirements as requested by Wizz Air or otherwise required by professional standards or laws;
 - 6.5.2 maintain adequate administrative, technical, and physical safeguards (i.e. pseudonymisation and encryption of personal data) to ensure the security and confidentiality, integrity (including the protection against accidental destruction or loss or unlawful processing) and availability of Personal Data under this Addendum, and to protect against any anticipated threats or hazards to the security or integrity of the relevant data, and protect against unauthorized access to or use of or disclosure of the relevant data.

7. Personal Data Breach

- 7.1 The Service Provider shall notify Wizz Air without any delay but no later than within 24 hours in writing if it becomes aware of any material breach of its security safeguards or has reasons to believe that the relevant Personal Data may have been subject to unauthorized disclosure, access, or use, which notification, to the extent practicable, shall include the following information:
 - 7.1.1 the nature of the unauthorized disclosure or use;
 - 7.1.2 the relevant data accessed, disclosed or used;

- 7.1.3 the identity of the person(s) or entity(ies) who received the unauthorized disclosure or made the unauthorized access or use;
 - 7.1.4 what corrective action the parties took or shall take to prevent further unauthorized disclosures or uses;
 - 7.1.5 what the Service Provider did or will do to mitigate any deleterious effect of such unauthorized disclosure or use;
 - 7.1.6 any other information as the Supervisory Authority may reasonably request.
- 7.2 Service Provider shall immediately remedy any security incident and Personal Data Breach and prevent any further consequences at its own expense in accordance with Applicable Laws, regulations and standards.
- 7.3 Immediately following Service Provider's notification to Wizz Air of a Personal Data Breach, the parties shall coordinate with each other to investigate the breach. Service Provider agrees to fully cooperate with Wizz Air in Wizz Air's handling of the matter to enable Wizz Air to make the notification required under the GDPR within 72 hours from the detection of the Personal Data Breach, including, without limitation:
- 7.3.1 assisting with any investigation;
 - 7.3.2 providing Wizz Air and its respective designees with unconditional access to the facilities and operations affected and all pertinent records to conduct a review of Service Provider's compliance with the data security requirements;
 - 7.3.3 facilitating interviews with Service Provider's employees and others involved in the matter; and
 - 7.3.4 making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Wizz Air.
- 7.4 In the event of any security event, Service Provider shall:
- 7.4.1 conduct a reasonable investigation of the reasons for and circumstances of such security event;
 - 7.4.2 use reasonable endeavours to take all necessary actions to prevent, contain, and mitigate the impact of, such security event;
 - 7.4.3 promptly (and in any event within one business day after Service Provider discovered such security event) provide notice to Wizz Air in writing, if there is a risk of Personal Data Breach;
 - 7.4.4 as soon as practicable after Service Provider discovers a security event, provide a written summary to Wizz Air providing relevant details concerning such security event, if there is a risk of Personal Data Breach;
 - 7.4.5 collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such security event;
 - 7.4.6 document the incident response and remedial actions taken; and
 - 7.4.7 if requested by Wizz Air, provide notice to individuals whose Personal Data was or may have reasonably been exposed in a manner and format reasonably specified by Wizz Air.
- 7.5 Service Provider agrees to assist Wizz Air in advising the Supervisory Authority and data subjects about Personal Data Breach. It shall not, however, inform any third party of any Personal Data Breach without first obtaining Wizz Air's prior written consent, other than to inform a complainant (if any) that the matter has been

forwarded to Wizz Air. Further, Service Provider agrees that Wizz Air shall have the sole right to determine:

- 7.5.1 whether notice of the Personal Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Wizz Air's discretion; and
- 7.5.2 the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- 7.6 Service Provider shall reimburse Wizz Air for actual reasonable costs incurred by Wizz Air in responding to, and mitigating damages caused by any security incident or Personal Data Breach, including all costs of notice and/or remediation.
- 7.7 Service Provider hereby authorizes Wizz Air when it is required to do so in accordance with applicable requirements at Wizz Air's discretion, to provide notice to third parties of, and information and documents concerning, any Personal Data Breach, including without limitation individuals or entities that may have been impacted by the breach.

8. Data Protection Impact Assessment and Prior Consultation

- 8.1 Service Provider shall provide reasonable assistance to Wizz Air with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Wizz Air reasonably considers to be required by article 35 or 36 of the GDPR, in each case solely in relation to processing of Personal Data by the Service Provider.

9. Cooperation and Coordination

- 9.1 Service Provider agrees to reasonably cooperate and coordinate with Wizz Air concerning: (a) Wizz Air's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Personal Data Breach and Service Provider's and Wizz Air's compliance with Data Protection Laws; and (b) and any other activities or duties set forth under the Principal Agreement for which cooperation between Wizz Air and Service Provider may be reasonably required by Wizz Air.
- 9.2 Upon reasonable request by Wizz Air, Service Provider shall as promptly and as reasonably practicable provide Wizz Air with a written report containing information reasonably requested by Wizz Air relating to: (a) any security event and Personal Data Breach; or (b) actual or reasonably suspected non-compliance with this Addendum. In addition, Service Provider shall provide Wizz Air with any documents requested by Wizz Air related to the foregoing, including without limitation, any information security assessment and security control audit reports.

10. Confidentiality

- 10.1 Service Provider shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Service Provider, ensuring that all such individuals are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

11. Audit Rights

- 11.1 At least once per year, Service Provider shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Addendum or the Principal Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a

recognized third-party audit firm based on the recognized industry best practices. Upon Wizz Air's written request, Service Provider shall make available to Wizz Air for review the Service Provider's latest information security audit report and the Payment Card Industry (PCI) Compliance Report (AOC), the latter is required if the Service Provider is required to comply with PCI DSS standards. Wizz Air shall treat such audit reports as Service Provider's Confidential Information under the Principal Agreement.

- 11.2 Upon the provision of reasonable notice to the Service Provider during the term of the Principal Agreement, Wizz Air (or any third party reasonably selected by Wizz Air) may undertake an assessment and audit of information security and data protection. Such assessment may include:
 - 11.2.1 access rooms in the presence of an authorized employee of Service Provider;
 - 11.2.2 demand explanations in writing;
 - 11.2.3 take the necessary steps in case of any actual or threatening infringement of data protection and privacy rules.

12. Deletion or return of Personal Data

- 12.1 At any time during the term of Principal Agreement at Wizz Air's written request or upon the termination or expiration of the Principal Agreement for any reason, Service Provider shall, and shall instruct all of its employees, agents, subcontractors involved in the performance of the Principal Agreement to, promptly return to Wizz Air all copies, whether in written, electronic or other form or media, of Personal Data in its possession or the possession of such persons, or securely dispose of all such copies, and certify in writing to Wizz Air that such Personal Data has been returned to Wizz Air or disposed of securely. Service Provider shall comply with all reasonable directions provided by Wizz Air with respect to the return or disposal of Personal Data.
- 12.2 The Service Provider may retain Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that it shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 12.3 Service Provider shall provide written certification to Wizz Air that it has fully complied with the provision of this section, upon Wizz Air's request.

13. General Terms

- 13.1 Nothing in this Addendum reduces Service Provider's obligations under the Principal Agreement in relation to the protection of Personal Data or entitles Service Provider to process (or permit the processing of) Personal Data in a manner which is prohibited by the Principal Agreement..
- 13.2 In the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.
- 13.3 Service Provider shall be liable for and shall indemnify Wizz Air against any loss or damages arising from the breach of the data protection and information security obligations defined in this Addendum and in the applicable Data Protection Laws.
- 13.4 The parties acknowledge and agree that any unauthorized access to, use or disclosure of Personal Data would cause immediate and irreparable harm for which money damages would not constitute an adequate remedy and that in the event of any

unauthorized use or disclosure of Personal Data, the non-disclosing party shall be entitled to immediate injunctive relief.

13.5 Wizz Air may:

13.5.1 propose any other variations to this Addendum which Wizz Air reasonably considers to be necessary to address the requirements of any Data Protection Law.

13.6 If Wizz Air gives notice under section 13.5.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Wizz Air's notice as soon as it is reasonably practicable.

13.7 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

Wizz Air HUK Limited
Signature _____
Name ANDRÁS SEBŐCZ
Title CHIEF SUPPLY CHAIN OFFICER
Date Signed 15.09.2020

Handling Company

Signature _____
Name Hana Smejkalova
Title CEO & Vice Chairman of the Board
Date Signed 15.9.2020

ANNEX 1 - DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the Processing of Personal Data as required by Article 28 (3) GDPR.

Subject matter and duration of the processing of Personal Data

The subject matter and duration of the processing of the Personal Data are set out in the Principal Agreement and this Addendum.

The nature and purpose of the processing of Personal Data

Provision of ground handling services

The types of Personal Data to be processed e.g.: name, passport information, e-mail address, other identification data stored in the booking system, medical records, criminal records, children data.

Passenger name; contact details (email address, phone number, address), flight details, services purchased, requested special assistance (if any), information regarding passengers' travel documents, nationality, gender, date of birth;

The categories of Data Subject to whom the Personal Data relates (e.g. employee, passenger, airport service staff)

Passengers of Wizz Air

The obligations and rights of Wizz Air

The obligations and rights of Wizz Air are set out in the Principal Agreement and this Addendum.

